

Terms of Use

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Definitions

In this terms and conditions, "You", "Yours" means any person or entity using FPX, unless otherwise stated. "MyClear", "We", "Us" or "Our" will refer collectively to Malaysian Electronic Clearing Corporation Sdn Bhd (836743-D) as the owner and operator of FPX unless otherwise stated. All references to a "Financial Institution" refer to the FPX participating bank(s) that offers the Internet Banking facilities that you are dealing with. All references to a "Merchant" refer to the FPX participating merchant(s) or seller(s) that subscribe to FPX as one of the payment options. All references to an "Acquirer" refer to the participating "Financial Institution" and/or "non-Financial Institution" who acquires Merchants to subscribe to FPX.

The Services

By accessing and using this page you hereby agree and accept the terms and conditions contained herein. If you do not accept these terms, please immediately discontinue your access to this page. We may change the terms periodically without prior notice, so please check them from time to time as your continued use of this page signifies your acceptance of any changed term.

Personal Data

We may collect your personal information such as email address for the purpose of sending you a written confirmation status of your payment instruction via FPX. This personal information is optional and will only be collected when you provide the details when completing the form in this page.

For explanation of MyClear's policy related to collection, use, and process of your personal data, please read the Privacy Policy. By accessing and using this page, you hereby consent and agree to the terms specified in the Privacy Policy with respect to our processing of your personal data. If you do not consent to the said terms, kindly contact us at the contact details provided in the Privacy Policy.

Online payment processing service

FPX facilitates a purchase made by you from a Merchant that is acquired by the Acquirer for FPX. This page stores information from you, such as payment instructions and personal

information. We process payment transactions through FPX network or through a participating Acquirer, as applicable. When you chooses to pay for purchases made with FPX, you authorise us to submit charges (and, in the case of refunds, credits) to your Financial Institution. We will assist in accessing and processing the payment request via FPX. Purchases made through FPX are also subject to the terms governing you and your Financial Institution.

You may not use FPX to process payment transaction or transfer money between you and the Merchant that is unrelated to a purchase of a product/service. FPX may not be used to facilitate the purchase of cash equivalents or any illegal goods or services or for any other underlying illegal transaction.

You acknowledge and agree that your purchases through FPX are transactions between you and the Merchant and not with us.

By using FPX, you authorise the use of FPX to complete a payment request to the Merchant, and you authorise us to process the payment transaction with the Financial Institution that you have chosen.

You are responsible to obtain a transaction receipt from the Merchant when you use FPX to make a payment for the purchase. We are under no obligation to provide you with a receipt or other written confirmation in connection with the payment transaction made with an online Merchant.

If you have an enquiry regarding a payment made with FPX, or you believe there has been an error or unauthorised transaction regarding a payment transaction using FPX, please contact us at helpdesk@myclear.org.my

Release

You hereby agree to release MyClear (and our officers, directors, agents, subsidiaries, joint ventures and employees) from any and against all claims, actions, losses, demands, costs, expenses and damages (actual and consequential) including legal costs on full indemnity basis of every kind and nature that you may incur or suffer arising out of or in any way connected with dispute between you and the Merchant(s) or between you and the Financial Institution(s).

Links

Links from or to websites outside of this page are meant for connecting to the Financial Institution's Internet Banking log-in pages to initiate payment via FPX. Such linked log-in pages are owned and operated by third parties and as such are not under the control of MyClear. Therefore MyClear is not responsible and makes no warranties in respect of the contents of those websites or pages, the third parties named therein or their products and services. Furthermore, the links provided in this page shall not be considered an endorsement or verification or approval of such linked websites or the contents therein. Linking to any other site is at your sole risk and MyClear will not be responsible or liable for any damages losses and actions which may arise out of or in connection with the linking of the website. It is advisable for you to read the privacy policy statements (if any) of any websites which are linked to this page.

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This exclusion clause shall take effect to the fullest extent permitted by law.

Indemnity

You hereby irrevocably and unconditionally agree to indemnify and keep indemnified MyClear from all actions, liabilities, claims, losses, expenses and damages, including any legal fees that may be incurred by MyClear in connection with or arising from :

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Access Termination

MyClear reserves the right to suspend your access and/or your use of this page at any time should you violate any of these terms and conditions, and/or the privacy policy.

Taxes

It is your responsibility to determine, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect or remit the correct tax to the appropriate tax authority. We are not responsible to determine, collect or remit the applicable taxes from any transaction unless stated otherwise. All fees related to our services are excluding any taxes or other deductions, unless stated otherwise. Any deduction or payment for any taxes is your sole responsibility.

General

These terms and conditions are governed by and are to be construed in accordance with the laws of Malaysia. By accessing this page and using FPX, you hereby consent to the exclusive jurisdiction of the Malaysian courts in Kuala Lumpur, Malaysia in all disputes arising out of or relating to the use of this page.

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